

REMARKS

Claims 1-84 are pending in this application. Of these claims, claims 68-84 are new. Claims 1, 14, 30, 38-40, 44, 47 and 48 are currently amended. Claims are discussed below in the order of the comments by the Examiner.

5 **In the office action of 09/05/2003 (paper 12)¹, claims 14, 20-22, 25, 26, 34, 41, and 48 were rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent 6,167,383 issued to Henson (hereafter Henson). The Applicant traverses these rejections.**

10 **Claim 14 as amended recites:**

14. *(Currently Amended) A system for configuring a product that is associated with a number of configurable features, wherein the system allows a customer to interact with a supplier of the product over the Internet during the configuration, the system comprising:*

15 *a configuration application of a supplier for receiving a product feature selected by the customer, and for validating a number of constraints associated with that product feature;*

20 *a communication module coupled to the configuration application for communicating the selected product feature to the supplier, and for communicating over the Internet an availability date of that product feature from the supplier to the configuration application; and*

25 *a first storage area coupled to one of the configuration application and the communication module for storing an in-process bill of materials that reflects the product feature selected by the customer.*

Regarding claim 14 the Examiner states, “Henson discloses ... a communication module coupled to the configuration application for communicating the selected product feature to the supplier, and for communicating over the internet an availability date of

¹The final office action of 09/05/2003 suggested that some claims would be allowable if rewritten in independent form. In response the Applicant cancelled some claims and amended the claims thought by the Examiner to be allowable. However, in the office action of 12/03/2003 the amended claims were rejected on new grounds. Because the expected allowances did not occur the Applicant is resubmitting the cancelled claims and now addressing, for the first time, comments made by the Examiner in the 09/05/2003 office action.

that product feature from the supplier to the configuration application (Figure 1, Col. 4, lines 53-62 and Col. 6, lines 31-67...”

However, it is the Applicant’s position that the cited figure and text of Henson do not teach all the limitations of claim 14. For example, claim 14 includes “a

5 *communication module coupled to the configuration application for communicating the selected product feature to the supplier, and for communicating over the Internet an availability date of that product feature from the supplier to the configuration application.”* The Applicant believes that communication over the Internet between a supplier and a configuration application is not taught in Henson. Failure to teach this
10 aspect of the claimed invention is illustrated by both figures 1 and 2 of Henson as discussed below.

In figure 1, of Henson, all parts of the system that could be considered the “supplier” and the “configuration application” appear to be within the same system and this system does not appear to include Internet connections between these elements. For
15 example, in figure 1 **on-line store 10** is shown to include **commerce application 14** which in turn includes **configurator 18**. Figure 1 does not show an Internet connection between **on-line store 10** and a “supplier.” Figure 2 of Henson illustrates the only teaching relating to Internet communication that the Applicant is able to find within Henson. Figure 2 teaches communication over **Internet 38** between **on-line store 10** and
20 **computer equipment 40**. However, the illustrated communication does not include an Internet communication between a “supplier” and a “configuration application” as recited in claim 14. Specifically, **online store 10** and **computer equipment 40** cannot be interpreted as a “supplier” and a “configuration application,” as these terms are used in

the specification as filed. For example, **computer equipment 40** lacks characteristics of either a supplier or a configuration application. Henson characterizes **computer equipment 40** to “include a display **42**, computer **44**, keyboard **46**, and pointing device **48**,” (col. 6 lines 1-3). It is the Applicant’s position that this characterization does not teach a supplier or a configuration application. Further, in figure 1 Henson teaches that the **commerce application 14** is part of **on-line store 10**, (not computer equipment 40). It is, therefore, the Applicant’s position that Henson does not teach “*a communication module ... for communicating over the Internet ... from the supplier to the configuration application.*” Further the Applicant is unable to find any teaching within Henson that this communication includes “*an availability date,*” as recited in claim 14.

For at least these reasons the Applicant requests that the Examiner allow claim 14 and those claims that depend from claim 14.

Claim 20 recites:

- 15 *The system of claim 14, further comprising:*
 a second storage area coupled to one of the configuration application and the communication module for storing an in-process manufacturing bill of materials that reflects the availability date of the selected product feature;
 and
20 *a third storage area coupled to one of the configuration application and the communication module for storing an in-process pricing bill of materials that reflects a price of the selected product feature.*

Regarding claim 20, the Examiner discusses the fact that Henson teaches a hard disk drive and other storage devices. However, the Applicant respectfully points out that claim 20, in combination with claim 14 from which it depends, recite more than just three different storage areas. For example, the combination of claim 14 and claim 20 recite storage areas for “*an in-process bill of materials,*” “*an in-process manufacturing bill of*

materials,” and “an in-process pricing bill of materials.” These three bills of materials are stored in the “first storage area,” “second storage area,” and “third storage area,” respectfully – and, therefore, there are three storage areas each containing a different bill of materials. The Applicant is unable to find any such teaching in Henson, and
5 respectfully requests that the Examiner point out such teaching, or allow claim 20.

Claim 21 recites:

The system of claim 14, wherein the communication module is also for communicating a price of the selected product feature from the supplier to the configuration application.
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With regard to claim 21, the Examiner states, “Henson teaches a commerce application where options selected by the user receive a price that is displayed on a configurator web page.” However, the Applicant has examined the text cited by the
15 Examiner and is not able to identify teaching of “communicating a price ... from the supplier to the configuration application,” much less that this communication is performed using a communication module configured for communicating data between a “configuration application” and a “supplier” over the Internet as recited in claim 14. The Applicant respectfully requests that the Examiner point out such teaching, or allow claim
20 21.

Claim 22 recites:

*The system of claim 21, wherein the communication module comprises:
an availability date communication module for communicating the availability
25 date of the selected product feature from the supplier to the configuration application; and
a price communication module for communicating the price of the selected product feature to the configuration application.*

Regarding claim 22, the Examiner states, “Henson teaches a lead time module with a shipment delay indicator that provides *the customer* with any lead time warnings or shipment delays associated with specific options” (italics added for emphasis). The Applicant respectfully points out that the teaching referred to by the Examiner concerns
5 communication to the customer, while claim 22 recites “*communicating ... from the supplier to the configuration application.*” As pointed out above with respect to claim 14, computer equipment of the customer (computer equipment 40) cannot be interpreted as either the “*supplier*” or the “*configuration application*” of claim 14 and, thus, of claim 22 which depends therefrom. Thus, the text within Henson cited by the Examiner does
10 not teach “*communicating ... from the supplier to the configuration application.*”

Further, the Applicant is not able to find teaching within Henson of a supplier that is separate from the configuration application, such that communication from the supplier to the configuration application would be performed over the Internet.

For at least these reasons the Applicant requests that the Examiner allow claim 22.

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Regarding Claims 25, 26 and 34:

It is the Applicant’s position that claims 25, 26 and 34 are allowable for at least the reasons given relating to claim 14.

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Claim 41 recites:

The method of claim 38, wherein the pricing bill of materials is derived from the configuration bill of materials.

Regarding claim 41, the Examiner states, “Henson teaches the entire configurator
25 is driven by the database. ... The examiner interprets that once a customer selects or configures their system the pricing module then established a price for the selected

feature, therefore the pricing bill of material is derived from the configuration bill of material.” The Applicant respectfully traverses this statement.

First, the Applicant notes that claim 41 is dependent on claim 38 and the Examiner’s rejection of claim 41 does not include consideration of the many limitations incorporated from claim 38 into claim 41. In the discussion of claim 38 on page 15 of the 09/05/2003 office action (paper 12), the Examiner expressly admits that

Henson and Teresko et al. fail to teach, where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the selection and displaying accommodation data from the supplier corresponding to the customer desires.” (underlining added for emphasis)

The Applicant believes that this admission precludes the rejection of claim 41 under 102(e) based on Henson alone. The Applicant respectfully requests that the Examiner consider all of the limitations of claim 41, or allow claim 41.

Second, the Applicant is not able to find within Henson specific teaching of a “pricing bill of materials.” Much less a “pricing bill of materials” derived from a different “configuration bill of materials.” The Applicant requests that the Examiner specifically point out such teaching, or allow claim 41.

Third, it appears to the applicant that the Examiner is assuming that since Henson teaches establishing a price, Henson also teaches “a pricing bill of materials” as recited in claim 41. The Applicant believes that this assumption is incorrect. The database of Henson may (without explicitly saying so) include information stored in relationships other than that of a bill of materials. The Applicant is unable to find any teaching within Henson that information within the database includes a configuration bill of materials

from which a pricing bill of materials is derived. The Applicant requests that the Examiner specifically point out such teaching, or allow claim 41.

Claim 48 as amended recites:

- 5 48. *The method of claim 47, wherein the customer is chosen from one of the set of retailer and wholesaler and manufacturer and distributor of the product.*

First, the Applicant notes that claim 48 is dependent on claim 47 and the Examiner's rejection of claim 48 does not include consideration of the many limitations incorporated into claim 48 from claim 47. For example, on page 12 of the 09/05/2003 office action the Examiner expressly admits

15 Henson fails to teach conveying to a supplier at least one of a customer desired availability date and a customer desired price and supplying an automated response including an accommodation from the supplier based on the at least one of a customer desired availability date and a customer desired price, (underlining added for emphasis)

in discussion of claim 47. The Applicant believes that this admission precludes the rejection of claim 48 under 102(e) based on Henson alone. The Applicant respectfully requests, therefore, that the Examiner consider all of the limitations of claim 48 in combination with claim 47, or allow claim 48.

Second, regarding claim 48 the Examiner states "Henson teaches a personal and business customer where a business online store is created. The examiner interprets a business to any one of a retailer, wholesaler, manufacturer, or distributor." However, it is the position of the Applicant that business customers taught by Henson are end-user companies, not retailers, wholesalers, or distributors of the configured product as recited in claim 48 as amended. For example col. 13 line 7 (of Henson) discusses inquiring

“what type of business is the customer in.” This would not be necessary for the types of customers recited in claim 48 and thus not necessarily teach the limitations of claim 48.

The types of customers recited in claim 48 are not end-users. Rather they are organizations that resell the product or incorporate the product in something for sale.

5 They are thus differentiated from the general business customer taught by Henson. For example, in one embodiment of the invention the supplier may be a supplier to a manufacturer. The Applicant is not able to find any teaching within Henson of customers of the type recited in claim 48 and requests that the Examiner specifically point out such teaching, or allow claim 48.

10 Claim 48 has been amended to specifically recited that “*the customer is chosen from one of the set of retailer and wholesaler and manufacturer and distributor of the product.*” The amendment is meant address the Examiner’s interpretation that the “business customer” of Henson as teaching the “*retailer and wholesaler and manufacturer and distributor*” recited in claim 48.

15 In the office action of 09/05/2003 (paper 12), claims 1, 2, 7, 8, 12, 13, 15, 19, 23, 24, 36, 42, and 49 were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view of Teresko et al., Calico Technology: Concinity configuration/quotation system, Industry Week, Vol. 245, issue 23, December 16,
20 1996 p. 24-26 [PROQUEST] (hereafter Teresko). The Applicant traverses these rejections.

Claim 1 as amended recites:

1. *A method for configuring a product that is associated with a number of configurable features, wherein the method allows a customer to dynamically interact with a*

*seller of the product over the Internet during the configuration, the method comprising:
receiving into a configuration application of the seller a selected feature, from the
customer;
5 communicating from the seller to a manufacturer the selected feature;
receiving from the manufacturer an automated response including an availability
date that corresponds to the selected feature; and
updating an in-process bill of materials to reflect that selected feature.*

10 Claim 1 includes at least three parties, “a customer,” “a seller,” and “a
manufacturer,” and is concerned with interactions between these three parties. The
Applicant is unable to find teaching of a three party system within Henson or Teresko,
even in combination. As discussed further below, it is the Applicant’s position that
without teaching of interactions between three parties, the combination of Henson and
15 Teresko cannot teach all of the limitations of claim 1. Further, the Examiner does not
appear to provide motivation required under 103(a) to combine the two party systems of
Henson and Teresko to produce a three party system, and even in combination these
citations do not teach all the limitations of claim 1. The Applicant requests that the
Examiner point out such motivation in the cited references, or allow claim 1

20 Regarding claim 1, the Examiner states, “Teresko et al. teaches that it is old and
well known in the sales quotation and configuration art to integrate a customer product
selector with the manufacturer’s ERP system (Page 24, Col. 3, Para 1-3).” The Applicant
traverses this statement. The capabilities taught by Teresko are summarized by
paragraph 3 of the text cited by the Examiner. This paragraph states “[m]ore than a mere
25 ‘product selector,’ the Calico software enables customers to browse a vendor’s options,
configure their selections, and buy complex products or services online without a sales
representative.” This is a classical two party system involving a customer and a
supplier/manufacturer system. The Calico system described in Teresko was configured

for a human user to “browse” a web site and “buy complex products or services.” This two party system is similar to that found in Henson in that the Applicant is unable to find in either Henson or Teresko any further teaching involving communication from the supplier/manufacturer to a third party such as a vendor to the supplier/manufacturer.

5 Thus, even in combination, Henson and Teresko do not teach the three party system of claim 1.

Further, to combine the two party systems of Henson and Teresko into a three party system, both Henson and Teresko would have to be modified in ways that the Applicant believes is not taught by either reference. For example, to generate a three
10 party system wherein a customer uses **computer equipment 40** (Henson) to access the **online store 10** (Henson) and the **online store 10** , in turn, communicates with the supplier/manufacturer of Teresko, both the online store 10 and the supplier manufacturer would have to be modified. The supplier/manufacturer system taught in Teresko would have to be reconfigured for access by the software based configuration system of Henson
15 (rather than by a customer using a browser). The software configuration system of Henson would have to be reconfigured to communicate with both **computer equipment 40** and the supplier/manufacturer system of Teresko. It is, the Applicant’s position that, neither of these modifications are taught or suggested by Henson or Teresko. In order to combine Henson and Teresko both teachings would have to be significantly modified.
20 The Applicant is unable to find support or motivation for either of these modifications. In fact, the Applicant is unable to find any suggestion in Teresko or Henson that the manufacturer and the provider of the sales quotation are different parties. It is therefore, the Applicant’s position that even in combination Henson and Teresko do not teach all of

the elements of the three party system of claim 1. For at least these reasons the Applicant requests that the Examiner allow claim 1.

Claim 2 recites:

The method of claim 1, further comprising:

5 *repeating the steps of receiving into a configuration application a selected feature, communicating to a manufacturer the selected feature, receiving from the manufacturer an automated response including an availability date, and updating a number of times until the configuration is complete thereby yielding a completed bill of materials.*

10

Claim 2 recites further communication between the three parties of claim 1.

These repeated communications represent additional modifications that would have to be made to the system described in Teresko in order to combine that system with the teachings of Henson. The Applicant requests that the Examiner specifically point out
15 prior art that teaches these modifications (including the repeated/updated automated communications recited) and suggests that they be applied to the system of Teresko.

Claim 7 recites:

20 *The method of claim 1, further comprising:*

deriving, from the in-process bill of materials, an in-process manufacturing bill of materials that reflects the received availability date that corresponds to the selected feature.

25 Regarding claim 7, the Examiner states, “Calico ... software ... eliminates the need for sales and manufacturing to maintain separate configuration systems.” Based on this predicate, the “examiner interprets the configuration system to be a bill of material system.”

First, the Applicant traverses this statement and points out that Teresko does not
30 teach elimination of separate configuration systems when there are a distinct seller and a separate distinct manufacturer, as in claim 1.

Second, the Applicant is unable to find teaching within Henson or Teresko that the configuration system of Teresko is a bill of material system. Or, that the elimination of separate configuration systems implies that the configuration system of Teresko is a bill of material system.

5 Therefore, the Applicant respectfully requests that the Examiner specifically point out these limitations of claim 7 in the prior art, or allow claim 7.

Regarding Claim 8:

10 It is the Applicant's position that claim 8 is allowable for the same reasons discussed above with respect to claim 1.

Claim 12 recites:

15 *The method of claim 8, wherein a relationship between the customer and the seller has a configuration side associated with the customer, and a resource planning side associated with the seller, and that configuration side-resource planning side relationship is respectively one of a consumer-seller relationship, a seller-manufacturer relationship and a manufacturer-vendor relationship.*

20 Regarding claim 12, the Examiner states, "The examiner interprets Calico sales and quotation system to be a seller-manufacturer relationship." However, the Applicant respectfully points out that the system of Teresko is better described as a consumer-manufacturer relationship, wherein the consumer is an end user, just as in Henson. The
25 Applicant is unable to find any teaching in Teresko of a relationship between a manufacturer and customer, wherein the customer is taught to be a reseller of the product.

 It is the Applicant's position that claim 12 clearly identifies two relationships between the three parties of claim 1, a consumer-seller relationship and a seller-manufacturer relationship. Neither Henson nor Teresko teach a seller-manufacturer

relationship, and thus, even when viewed in combination do not teach all the limitations of claim 12. The Applicant respectfully requests that the Examiner specifically point out prior art teachings of all limitations of claim 12, or allow claim 12.

5 **Regarding Claim 13:**

It is the Applicant's position that claim 13 should be allowed for at least the reasons discussed with regard to claims 7 and 12 above.

10 **Regarding Claim 15:**

It is the Applicant's position that the claim 15 should be allowed for at least the reasons discussed with regard to claim 2 above.

Regarding Claim 19:

15 It is the Applicant's position that the claim 19 should be allowed for at least the reasons discussed with regard to claim 7 above.

Regarding Claim 23:

20 It is the Applicant's position that the claim 23 should be allowed for at least the reasons discussed with regard to claim 12 above.

Regarding Claim 24:

It is the Applicant's position that the claim 24 should be allowed for at least the reasons discussed with regard to claim 13 above.

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Regarding Claim 36:

It is the Applicant's position that the claim 36 should be allowed for at least the reasons discussed with regard to claim 1 above.

Regarding Claim 42:

5 It is the Applicant's position that claim 42 should be allowed for at least the reasons discussed with regard to claims 7 and 12 above.

Regarding Claim 49:

It is the Applicant's position that claim 49 should be allowed for at least the reasons discussed with regard to claim 48 above.

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In the office action of 09/05/2003 (paper 12), claims 4-6, 9-11, 16-18, 27-32, 37, and 47 were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view of Conklin et al. U.S. Patent 6,141,653 (hereafter Conklin).

Regarding claims 4-6 and 9-11:

15 The Examiner admits,

Henson fails to teach in response to the received availability date or price being unsatisfactory to the customer, communicating a customer specified availability data or price to at least one of the seller and manufacturer; the availability date or price received from the manufacturer is in response to a customer specified
20 availability date communicated to at least one of the seller and manufacturer.

Further, the Examiner states, "Conklin et al. teaches a multivariate negotiation engine for iterative bargaining that enables participants such as a customer and supplier to search and evaluate supplier information, purpose, and negotiate orders and counteroffers."

25 However, the Applicant respectfully points out that, in contrast with the claims, both Conklin and Henson are two party systems. The Applicant is unable to find teachings, within the cited art, of "multivariate negotiation" involving three parties or involving

product configuration systems. Thus, even when combined, Conklin and Henson do not teach all the limitations of claims 4-6 and 9-11.

The Examiner does not appear to provide motivation for combining specific aspects of Conklin with Henson. For example, the Examiner does not appear to provide, from within the cited art, motivation for applying Conklin to a product configuration system.

The motivation that is provided by the Examiner is too general in nature. If such motivation were to be considered sufficient motivation to combine under 103(a), then it would be sufficient to combine any two references concerning doing business over the Internet, and the motivation requirement under 103(a) would be meaningless.

More specifically, Claim 6 recites:

The method of claim 1, wherein the availability date received from the manufacturer is in response to a customer specified price communicated to at least one of the seller and manufacturer.

Claim 6 recites a relationship between “*the availability date received*” and “*a customer specified price communicated to at least one of the seller and manufacturer.*”

This relationship is not addressed by the Examiner and the Applicant is not able to find teaching of these claim limitations in Conklin. The Applicant, therefore, requests that the Examiner more particularly point out the material believed to anticipate claim 6.

Regarding Claims 16-18 and 30-32:

It is the Applicant’s position that claims 16-18 and 30-32 are allowable for the same reasons discussed herein with respect to claims 4-6 and 27-29.

Claim 27 recites:

5 *A method for configuring a product that is associated with a number of configurable features, wherein the method allows a customer to dynamically interact with a supplier of the product over the Internet during the configuration, the method comprising:*
communicating a customer selected product feature to the supplier;
receiving from the supplier an availability date that corresponds to that selected product feature;
10 *in response to the availability date being unsatisfactory to the customer,*
communicating a customer specified availability date to the supplier; and
receiving from the supplier an automated response including an accommodation based on the customer specified availability date.

The comments made above with respect to claims 4-6 and 9-11 also apply to
15 claim 27. For at least these reasons the Applicant believes that claim 27 is allowable.

In addition, regarding claim 27, the Examiner states, "Henson teaches if any item has a lead time over three weeks, the lead time flags would be set within the online store." However, the Applicant points out that setting a flag based on a fixed delay is different than "*receiving from the supplier an availability date.*" For example, in the
20 claimed invention, a first availability date may be associated with a first price and a second availability date may be associated with a second price. Such functionality is not possible by merely setting a flag as is taught in the text cited by the Examiner.

Further, claim 27 recites "*an automated response including an accommodation based on the customer specified availability date.*" The Applicant is not able to identify
25 "*an accommodation*" or "*a customer specified availability date*" in the cited art. The Applicant requests that the Examiner more specifically point out these teachings within Henson or Conklin, or allow claim 27.

Claim 28 recites:

30 *The method of claim 27, further comprising:*

updating a bill of materials to reflect the accommodation received from the supplier.

Regarding claim 28, the Applicant is unable to find a specific citation by the Examiner as to teachings that anticipate the limitations of claim 28. For example, the Applicant is unclear as to where in the cited prior art “*updating a bill of materials to reflect the accommodation*” is taught. The Applicant respectfully requests that the Examiner more particularly cite such teachings within Henson or Conklin, or allow claim 28.

Claim 29 recites:

The method of claim 27, wherein the accommodation is one of an availability date that satisfies the customer specified availability date, and a reduced price.

Regarding claim 29, the Applicant is unable to find a specific citation by the Examiner as to teachings that anticipate the limitations of claim 29. The Applicant respectfully requests that the Examiner more particularly cite such teachings within Henson or Conklin, or allow claim 29.

Claim 37 recites:

The method of claim 30, wherein the step of communicating a customer specified availability date to the manufacturer is followed by receiving from the manufacturer an automated response including an accommodation in response to the customer specified availability date.

Regarding claim 37, the Applicant is unable to find a specific citation by the Examiner as to teachings that anticipate the limitations of claim 37. For example, the Applicant is unclear as to where in the cited prior art “*receiving from the manufacturer an automated response including an accommodation in response to the customer specified availability date*” is taught. The Applicant respectfully requests that the

Examiner more particularly cite such teachings within Henson or Conklin, or allow claim 37.

Claim 47 as amended recites:

5 47. *A method of selling from a supplier a product, the product including at least one
selectable feature to be chosen by a customer, the method comprising:
providing to a customer a selectable feature, and at least one of price and
availability date of the selectable feature;
10 conveying to the supplier at least one of a customer desired availability date and
a customer desired price; and
supplying an automated response to a seller, the automated response including an
accommodation from the supplier based on the at least one of a customer
desired availability date and a customer desired price.*

15 Regarding claim 47, the Applicant is unable to find a specific citation by the
Examiner as to teachings that anticipate the limitations of claim 37. For example, the
Applicant is unclear as to where in the cited prior art “conveying to a supplier at least one
of a customer desired availability date and a customer desired price” or “supplying an
automated response to a seller, the automated response including an accommodation
20 from the supplier based on ...,” is taught. The Applicant respectfully requests that the
Examiner more particularly cite such teachings within Henson or Conklin, or allow claim
47.

25 In the office action of 09/05/2003 (paper 12), claims 33, 38, 43, 44 and 46 were
rejected under 35 U.S.C. 103(a) as being unpatentable over Henson and Teresko in
view of Conklin. The Applicant traverses these rejections.

Claim 33 recites:

30 *A computer program product, stored on a computer readable medium, for configuring a
product that is associated with a number of configurable features, wherein in*

response to the computer program product being executed by a processor, the processor performs the steps of:
responsive to a customer selecting a feature of the product, receiving from a manufacturer over the Internet an automated response including an
5 availability date that corresponds to that selected feature;
responsive to the received availability date being unsatisfactory to the customer, communicating a customer specified availability date to the manufacturer;
updating an in-process bill of materials to reflect that selected feature; and
10 in response to the customer being satisfied with a set of sales parameters including the availability date of the selected feature, submitting a completed bill of materials to the manufacturer over the Internet.

Regarding Claim 33, the Examiner states, "Henson teaches a web-based online store using a computer system with a central processing unit. The online store
15 application and system includes a configuration module and a user interface for enabling a custom configuration of a computer system..." However, the Applicant points out that the processor of claim 33 receives "*from a manufacturer over the Internet an automated response including an availability date.*" The Applicant is not able to find teaching that the processor of Henson (cited by the Examiner) is configured to perform this step.
20 Further, the Applicant is also not able to find teaching within Teresko, or Conklin that anticipates this claim element.

Claim 33 further includes, "*responsive to the received availability date being unsatisfactory to the customer, communicating a customer specified availability date to the manufacturer.*" The Applicant is directed to Conklin to find teachings that anticipate
25 these claim limitations. However, the Applicant is unable to find specific teachings within Henson, Teresko or Conklin that include all of these claim elements. For example, none of the cited references appear to include "*communicating a customer specified availability date to the manufacturer.*"

Claim 33 further includes, “*submitting a completed bill of materials to the manufacturer over the Internet.*” These limitations do not appear to be addressed by the Examiner and the Applicant is not able to find such teaching in Henson, Teresko or Conklin. Therefore, the Applicant requests that the Examiner specifically point out
5 teachings within the cited art that anticipate all of the limitations of claim 33, or allow claim 33.

The Examiner does not appear to provide motivation for combining specific aspects of Conklin with Henson and Teresko. For example, the Examiner does not appear to provide, from within the cited art, motivation for applying Conklin to a product
10 configuration system, much less a product configuration system that includes a processor that performs steps including “*updating an in-process bill of materials to reflect that selected feature,*” and “*submitting a completed bill of materials to the manufacturer over the Internet.*”

The motivation that is provided by the Examiner is too general in nature. If such
15 motivation were to be considered sufficient motivation to combine under 103(a), then it would be sufficient to combine any two references relating to doing business over the Internet, and the motivation requirement under 103(a) would be meaningless.

Claim 38 as amended recites:

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38. *A method for selling a configurable product incorporating at least one feature to be selected by a customer, the method comprising:*

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- (a) receiving at a seller a feature selection by the customer;*
- (b) updating an inventory library based upon the received selection to reflect constraints imposed by the received selection;*
- (c) providing the received selection to a supplier;*
- (d) receiving information from the supplier comprising at least one of availability date and price for the received selection;*

- (e) *where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the selection;*
(f) *displaying accommodation data from the supplier corresponding to the customer desires; and*
5 (a) *updating at least one of a manufacturing bill of materials, a pricing bill of materials, and a configuration bill of materials based on the selection.*

The comments made above with respect to claim 33 also apply to claim 38. In addition, regarding claim 38, the Examiner states “[t]he examiner interprets the online
10 store to be the supplier.” However, the Applicant respectfully points out that there are at least three parties explicitly recited in claim 38: the customer, the supplier, and the seller. The language of claim 38 indicates that these are different parties. For example, the seller cannot be the supplier because steps (a) and (c) recite “*receiving at a seller a feature selection*” and “*providing the selection received to a supplier*” which indicates
15 that the selection is provided to the supplier after the selection is received by the seller. If any comparisons were to be made between these parties and teachings of Henson, the **on-line store 10** of Henson appears to be more like the “*seller*” than the “*supplier*” of claim 38. (Although, there are still substantial differences between the “*seller*” and **on-line store 10**.) Thus, contrary to the Examiner’s interpretation of claim 38, the “*supplier*” of
20 claim 38 is not analogous to the **on-line store 10** of Henson. The Examiner’s stated interpretation of claim 38 is therefore misplaced. As discussed elsewhere herein, Henson does not teach a three party system including “*providing the selection received ... to a supplier.*”

Further regarding claim 38, the Examiner admits that “Henson and Teresko fail to
25 teach, where customer desires are not satisfied, providing at least one of a customer desired availability data and a customer desired price for the selection and displaying accommodation data from the supplier corresponding to the customer desires.” The

Examiner implies that these limitations are taught by Conklin. However, the Applicant is not able to find these specific teachings in Conklin and requests that the Examiner specifically point out these teachings, or allow claim 38.

Further, regarding claim 38, the comments made by the Applicant above with
5 respect to claim 33 and motivation to combine the cited art in a 103(a) rejection, also apply to claim 38.

For at least these reasons the Applicant requests that the Examiner allow claim 38.

Claim 43 recites:

10

The method of claim 38, wherein the step (g) of updating at least one of a manufacturing bill of materials, a pricing bill of materials, and a configuration bill of materials is based upon the accommodation data from the supplier.

15

Regarding claim 43, the Examiner states, “The system eliminates the need for sales and manufacturing to maintain separate configuration systems.” However, as pointed out in the discussion of claim 38, claim 38 recites a three party system wherein sales and manufacturing are different entities. As discussed elsewhere herein, Teresko teaches a two party system and has little teaching to add to Henson. The combination of
20 Teresko and Henson would not result in a working three party system without considerable modification of Teresko and Henson, motivation for which is not provided.

Further regarding claim 43, the Applicant is unable to find teaching within Conklin of the use of “accommodation data” from a “supplier” to update bills of materials. The Applicant requests that the Examiner specifically point out this teaching,
25 or allow claim 43.

Claim 44 as amended recites:

44. *A system for selling a configurable product incorporating at least one feature to be selected by a customer, the system comprising:*
an inventory library coupled to a configuration engine for providing a catalog of selectable features that correspond to a particular configurable product;
5 *a user interface coupled to the configuration engine using the Internet, the user interface for displaying selectable features and for receiving customer desires; and*
a supplier system coupled to the configuration engine using the Internet, the supplier system for providing at least one of availability information and price information to at least one of the user interface, the configuration engine, and the inventory library, and for providing accommodation data to the configuration engine in automated response to customer desires communicated to the supplier system, the configuration engine for validating the customer desires against constraints associated with the selectable features, for determining whether the at least one of availability information and price information meet customer desires, and for communicating specific customer desires to the supplier system.

Regarding claim 44, the Examiner states, "Claim 44 and 46 recite substantially
20 the same limitation as that of claim 38 with the distinction of the recited method being a system. Hence the same rejection for claim 38 as applied above applies to claim 44."

The Applicant traverses this statement.

The Applicant respectfully points out that claim 44 includes a number of limitations not recited in claim 38. For example, claim 44 recites "*a supplier system*"
25 and a distinct "*configuration engine*." The supplier system is "*for providing at least one of availability information and price information to at least one of the user interface, the configuration engine, and the inventory library, and for providing accommodation data to the configuration engine*." Further, claim 44 recites "*customer desires communicated to the supplier system*," "*validating the customer desires against constraints associated with the selectable features*," and "*determining whether the at least one of availability information and price information meet customer desires*," etc. There are, thus,
30 substantial differences between claim 44 and claim 38. The Applicant respectfully

requests that the Examiner point out teachings within the cited art that anticipate all of the limitations of claim 44, or allow claim 44.

Claim 46 recites:

5 *The system of claim 44, wherein the configuration engine further comprises:*
 a configuration application,
 a price communication module,
 an availability communication module, and
10 *means for creating and updating at least one of a configuration bill of materials,*
 a manufacturing bill of materials, and a pricing bill of materials.

Regarding claim 46, the Examiner states, "Claim 44 and 46 recite substantially the same limitation as that of claim 38 with the distinction of the recited method being a system. Hence the same rejection for claim 38 as applied above applies to *claim 44*."

15 (Emphasis added) The Applicant assumes that the Examiner also rejects *claim 46* on the same basis as claims 38 and 44. The Applicant traverses this basis for rejection. Claim 46 includes a number of limitations not included in claim 38. The Applicant respectfully requests that the Examiner point out all teaching of claim 46 within the cited art, or allow
20 claim 46.

In the office action of 09/05/2003 (paper 12), claims 3 and 45 were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson, Teresko, and Conklin.

25 **Claim 3 recites:**

The method of claim 1, wherein the step of receiving from the manufacturer an automated response including an availability date is preceded by the step of:
 communicating the selected feature to a vendor.

30 Regarding claim 3 the Examiner takes official notice "that it is old and well known in the manufacturing art to have a fully integrated ERP system that communicates

changes across the entire supply chain.” The Applicant traverses this statement and requests that the Examiner provide supporting evidence for his position. It is not clear to the Applicant that “communicat[ing] changes” teaches communicating an availability date across a four party system including a customer, supplier, manufacturer and vendor.

5 Further, the Examiner states “SAP is an example of a product design to fully integrate the resources of an enterprise.” However, the Applicant respectfully points out that SAP is a company not “a product design.” SAP, the company offers a wide variety of products having numerous designs. The Applicant requests that the Examiner point out more precisely which *prior art* product he is offering as an example.

10 **Claim 45 Recites:**

The system of claim 44, wherein the user interface, configuration engine, and supplier system are remotely located with respect to each other.

15 Regarding claim 45², the Examiner takes

20 Official Notice that it is old and well known in the Internet communication art for a user interface, configuration engine, and supplier system to be remotely located with respect to each other. For example, eBay is a networked based shopping platform where a customer from the comfort of their home or place of business can access eBay via the Internet and search and select an item to bid on. The person who is selling the item is not located at the same place as the eBay Internet engine but like the customer has access to the system from the comfort of their
25 home or place of business to review the bidding status of their item. Therefore, the parties involved are remotely located form each other.

The Applicant points out that this example does not include a “configuration engine,” and “supplier system” remotely located with respect to each other. While the buyer’s
30 computer, seller’s computer, and eBay server may be remote from each other, the “configuration engine,” and “supplier system” as defined in the specification, are not

² On page 17 of the 9 Office action, the Examiner states “As to claim 44.” The Applicant assumes that the Examiner means to refer to claim 45 not 44.

anticipated by either the eBay seller's computer or the eBay buyer's computer. For example, neither the eBay seller's computer nor the eBay Buyer's computer include a "configuration engine for providing a catalog of selectable features that correspond to a particular configurable product" as recited in claim 44 from which claim 45 depends.

5 Thus, the eBay example offered by the Examiner does not teach the "remotely located" limitation of claim 45.

In the office action of 12/03/2003 (paper 14), claims 35, 50, 55, 56, 60, and 61
10 **were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view of Teresko. The Applicant traverses these rejections.**

Claim 35 recites:

15 *A method for configuring a product that is associated with a number of configurable features, wherein the method allows a customer to dynamically interact with a seller of the product over the Internet during the configuration, the method comprising:*
receiving into a configuration application of the seller a selected feature;
communicating to a manufacturer the selected feature;
20 *receiving over the Internet an automated response including an availability date that corresponds to the selected feature from the manufacturer; and*
updating an in-process bill of materials to reflect that selected feature;
wherein the availability date received from the manufacturer over the Internet is provided by a supply chain planning (SCP) system.

25
Regarding claim 35, the Examiner admits that "Henson fails to disclose communicating to and receiving from a manufacturer the selected feature, wherein the availability date received from the manufacturer over the Internet is provided by a supply chain planning (SCP) system" and cites Teresko as teaching these limitations. However,
30 the Applicant respectfully points out that both Henson and Teresko teach two party systems, and even in combination do not teach the three party system of claim 35.

Further, there is no evidence within the cited art that these two systems would be compatible, that the Calico system was capable of sending “*over the Internet an automated response including an availability date,*” or that the system of Henson was configured to “*communicat[e] ... to a manufacturer the selected feature*” or to receive the
5 “*automated response.*” In particular, Teresko teaches that “the Calico software enables customers to browse a vendor’s options.” The Applicant points out that “browsing” teaches away from an automated seller system to manufacturer system exchange inherent in the limitations of claim 35. The Applicant requests that the Examiner specifically point out teachings within the cited art that suggest that the systems of Henson and
10 Teresko would be compatible, or allow claim 35.

Regarding claim 50:

It is the Applicant’s position that claim 50 should be allowable for the same
15 reasons discussed herein with regard to claim 35.

Claim 55 recites:

20 *The method of claim 35, further comprising: deriving, from the in-process bill of materials, an in-process manufacturing bill of materials that reflects the received availability date that corresponds to the selected feature.*

Regarding this limitation the Examiner “interprets the configuration system to be a bill of material system; therefore an in-process bill of material is the same as an in-
25 process manufacturing bill of material.” The Applicant traverses this statement. The in-process bill of material is not necessarily the same as an in-process manufacturing bill of material. In a three party system, unlike the cited prior art, there is an advantage of maintaining a separate bill of material at both the seller and the manufacturer. The

second bill of materials is something not found in either Henson or Teresko, even in combination. Their combination therefore does not include all of the limitations recited in claim 55. The Applicant further notes that it would not make sense for the in-process bill of materials to be the same as the in-process manufacturing bill of material, when the claim includes a step of deriving one from the other. If they were the same, this step would not be necessary.

Regarding Claim 56:

It is the Applicant's position that claim 56 should be allowable for the same reasons discussed herein with regard to claim 35.

Claim 60 recites:

The method of claim 56, wherein a relationship between the customer and the seller has a configuration side associated with the customer, and a resource planning side associated with the seller, and that configuration side-resource planning side relationship is respectively one of a consumer-seller relationship, a seller-manufacturer relationship and a manufacturer-vendor relationship.

Regarding claim 60, the Examiner interprets "Calico sales and quotation system to be a seller-manufacturer relationship." However, the Applicant respectfully points out that claim 60 recites three different relationships among four different parties (consumer, seller, manufacturer, and vendor). There is no teaching within the cited art of three different relationships or four different parties. Even when considering Henson and Teresko in combination, the Applicant is not able to find these limitations in the cited art. The Applicant, therefore, respectfully requests that the Examiner point out teaching that anticipate these limitations, or allow claim 60.

In the office action of 12/03/2003 (paper 14), claims 39, 40, 62, and 65 were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view of Conklin.

5 **Claim 39 as amended recites:**

39. *A method for selling a configurable product incorporating at least one feature to be selected by a customer, the method comprising:*
5 *(a) receiving a feature selection at a seller;*
 (b) updating an inventory library based upon the received selection to reflect
10 *constraints imposed by the received selection;*
 (c) providing the received selection to a supplier;
 (d) receiving information from the supplier comprising at least one of availability
 date and price for the received selection;
 (e) where customer desires are not satisfied, providing at least one of a customer
15 *desired availability date and a customer desired price for the selection;*
 (f) providing accommodation data from the supplier, the accommodation data
 responsive to the at least one of the customer desired availability date and
 the customer desired price for the selection; and
20 *(g) updating at least one of a manufacturing bill of materials, a pricing bill of*
 materials, and a configuration bill of materials based on the received
 selection;
 wherein the customer desires comprise either at least one of a plurality of
 availability dates or at least one of a plurality of prices, for the selected
25 *feature..*

Regarding claim 39, the Examiner admits that “Henson fails to teach, where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the selection and displaying accommodation data from the supplier corresponding to the customer desires.” The Applicant is directed to
30 Conklin which is reported to teach “a multivariate negotiation engine for iterative bargaining that enables participants ... to ... negotiate all the terms and conditions of a transaction.” Further, the Examiner states that “It is old and well known in the negotiation art to negotiate both price and delivery of product concurrently.”

The Applicant respectfully points out that the teachings of Conklin et al. are not in the context of a product configuration system. The claim language “one of a customer desired availability date and a customer desired price for the selection” connects the customer desires to the configuration process. The Examiner further suggests that “it
5 would have been obvious to one of ordinary skill in the art at the time of the applicant’s invention to include a multivariate negotiation engine with Henson since the teachings of Conklin et al. teach that it is old and well known in the Internet communications art to have the capability to negotiate multiple variables such as prices, terms, ...etc.”

However, the “Internet communications art” is significantly broader than the web based
10 product configuration art. Thus, motivation to combine internet communications with negotiations is not sufficient to motivate the negotiation system of Conklin et al. with the configuration system of Henson. The Applicant is unable to identify any motivation within Conklin et al or Henson to combine the configuration process with the negotiating process.

15 Further, Conklin et al. does not teach “*wherein the customer desires comprise at least one of either a plurality of availability dates or a plurality of prices for the selected feature.*” It is the Applicant’s position that Conklin et al. cannot teach this aspect of claim 39 since Conklin et al. does not teach feature selection in the product configuration context. Further, the Applicant is not able to identify any teaching within Conklin et al.
20 of customer desires that include a *plurality* of availability dates or a *plurality* of prices.

The amendment to claim 39 is intended to further clarify that the selection provided to a supplier is the feature selection previously received. Thus, the feature

selection is first received and then provided to a supplier. Neither Henson nor Conklin teach a feature selection that is first received and then provided to a supplier.

Further, the Applicant is directed to Conklin for examples of teachings that are admitted not to be taught by Henson. However, the Applicant points out that neither
5 Henson nor Conklin teach negotiation regarding a feature selection that is then used to update a manufacturing bill of materials.

Further, the Examiner suggests that “it is old and well known in the Internet communications art to have the capability to negotiate multiple variables such as prices, terms, conditions, etc. interactively with a buyer.” However, the Applicant points out
10 that it is this is not necessarily true when the negotiations include a third party as in claim 39. Therefore, the combination of Conklin and Henson does not teach all limitations of claim 39 as amended.

For at least these reasons the Applicant requests that the Examiner allow claim 39.

Claim 40 as amended recites:

- 15 40. *A method for selling a configurable product incorporating at least one feature to be selected by a customer, the method comprising:*
(a) receiving a feature selection at a seller;
(b) updating an inventory library based upon the received selection to reflect constraints imposed by the selection;
20 *(c) providing the received selection to a supplier;*
(d) receiving information from the supplier, the information comprising a plurality of availability dates and a plurality of prices for the received selection;
(e) where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the received selection;
25 *(f) providing to the customer accommodation data from the supplier, the accommodation data responsive to the at least one of the customer desired availability date and the customer desired price for the selection; and*
30 *(g) updating at least one of a manufacturing bill of materials, a pricing bill of materials, and a configuration bill of materials based on the received selection.*

The comments above regarding a lack of motivation to combine Conklin et al. with Henson also apply to claim 40. Further, Applicant is not able to identify any teaching in Conklin et al. of receiving from the *supplier* a *plurality* of availability dates or a *plurality* of prices.

Regarding claims 62 and 65:

It is the Applicant's position that claims 62 and 65 should be allowable for the same reasons discussed herein with regard to claims 39 and 55.

In the office action of 12/03/2003 (paper 14), claims 52-54, 57-59, 63, 64, 66, and 67 were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson and Teresko in view of Conklin. The Applicant traverses these rejections.

Claim 52 recites:

The method of claim 35, the method further comprising: in response to the received availability date being unsatisfactory to the customer, communicating a customer specified availability date to at least one of the seller and manufacturer.

Regarding claim 52, the Examiner states "Conklin et al. teaches a multivariate negotiation engine for interactive bargaining that enables participants such as a customer and supplier to search and evaluate supplier information, propose, and negotiate orders and counteroffers." The Applicant points out that claim 52 include three parties, a customer, a seller, and a manufacturer and that, as pointed out above by the Examiner, Conklin teaches only a customer and supplier, which is a two party system. Further neither Henson nor Teresko teach a three party system. Thus, even in combination

Henson, Teresko, and Conklin do not teach all of the elements of claim 52. No motivation is provided by the Examiner to extend any of these references to three parties.

Further, as discussed above with respect to claim 39, the teachings of Conklin are not in the context of a product configuration system. The Examiner provides no
5 motivation to extend the teachings of Conklin to a product configuration system.

For at least these reasons the Applicant believes that claim 52 is in condition for allowance.

Regarding claims 53 and 54:

10 It is the Applicant's position that claims 53 and 54 should be allowable for the same reasons discussed herein with regard to claim 35.

In the office action of 12/03/2003 (paper 14), claim 51 was rejected under 35 U.S.C. 103(a) as being unpatentable over Henson, Teresko, and Conklin. The
15 **Applicant traverses these rejections.**

Claim 51 recites:

20 *The method of claim 35, wherein the step of receiving from the manufacturer an automated response including an availability date is preceded by the step of: communicating the selected feature to a vendor.*

Regarding claim 51 the Examiner "takes Official Notice that it is old and well known in the manufacturing art to have a fully integrated ERP system that communicates
25 changes across the entire supply chain." The Applicant traverses this statement and refers the Examiner to the arguments made above with respect to claim 3. Further, claim 51 recites a fourth party, "a vendor." The Applicant requests that the Examiner

specifically point out prior art that teaches a four party supply system in the context of a feature-by-feature product configuration system, or allow claim 51.

CONCLUSION

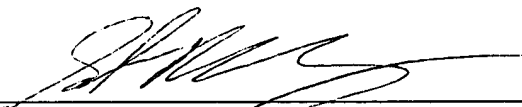
Upon consideration of the above remarks, Applicants submit that the application is in condition for allowance, and respectfully request the issuance of a Notice of Allowability.

Respectfully submitted,

Yuri Smirnov

Date: May 3, 2004

By: _____



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